

RECC

08-26-2003

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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102533987

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Name of conveying party(ies):

Bank of America, N.A., as Collateral AgentIndividual(s)
General Partnership
Corporation-State
Other☐ Association
☐ Limited PartnershipAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Nature of conveyance:

☐ Assignment
☐ Security Agreement
☒ Other Release of Security Interest in
Intellectual PropertyExecution Date: July 15, 2003

2. Name and address of receiving party(ies)

Name: Rexair, Inc.Internal Address: Phillips Tower - West TowerStreet Address: 777 S. Flagler Dr.City: West Palm Beach State: FL ZIP: 33401☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

610,593

Additional numbers attached? ☐ Yes ☒ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura KonrathInternal Address: Winston & Strawn LLP
33rd FloorStreet Address: 35 West Wacker DriveCity: Chicago State: IL ZIP: 606016. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

08/23/2003 ELDER 00000130 610593

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40.00 DP

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box 5000TRADEMARK
REEL: 002811 FRAME: 0488

same 7

Execution Copy

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "**Release**") is made as of July 15, 2003 (the "**Effective Date**"). in favor of Rexair, Inc (the "**Pledgor**") by (i) Bank of America, N.A., as Collateral Agent (the "**Collateral Agent**") for the Secured Creditors (as defined in the Rexair Security Agreement referred to below) and (ii) Wilmington Trust Company and David A. Vanaskey, as Collateral Trustees for the Equal and Ratable Benefit of the Representatives and the Secured Holders (the "**Collateral Trustees**"). Terms used and not otherwise defined herein are used herein as defined, as applicable, in the Collateral Trust Agreement and/or the Pledge and Security Agreement referred to below.

WHEREAS, reference is made to that certain Security Agreement dated as of March 24, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Rexair Security Agreement**") with Bank of America, N.A., as collateral agent (the "**Rexair Collateral Agent**"), granting to the Repair Collateral Agent for its benefit sand for the benefit of the Secured Creditors referred to therein a lien on and security interest in all of its personal properties and fixtures now owned or hereafter acquired (the "**Rexair Debt Lien**") as security for its obligations under the Credit Agreement dated as of March 24, 2000 and referred to in the Rexair Security Agreement (the "**Rexair Credit Agreement**");

WHEREAS, the Pledgor is a party to that certain Amended and Restated Collateral Trust Agreement dated as of August 15, 2001, as amended as of September 23, 2002 and as of October 30, 2002 (as so amended and restated and as the same may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Trust Agreement**"), with the Collateral Trustees;

WHEREAS, the Pledgor has executed and delivered that certain Amended and Restated Pledge and Security Agreement dated August 15, 2001, made by the Pledgor to the Collateral Trustees, as amended as of October 30, 2002 (as so amended and restated as the same may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), granting to the Collateral Trustees for their benefit and in trust for the Equal and Ratable Benefit of the Representatives and the Secured Holders a lien on and security interest in all of its personal properties and fixtures now owned or hereafter acquired, which security interest is at all times subject to, and subordinate to, the Rexair Debt Lien;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement Supplement, dated as of June 29, 2001 (as amended,

amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement") by and among the Collateral Agent, the Collateral Trustees and the Pledgors, pursuant to which each of such Pledgors granted (i) a trust priority security interest to the Rexair Collateral Agent for the benefit of the Secured Creditor referred to in the Rexair Security Agreement and (ii) a second priority security interest to the Collateral Trustees, for the equal and ratable benefit of the Representatives and the Secured Holders (as defined in the Collateral Trust Agreement) in each case and to all of each of such Pledgor's right, title and interest in and to the Additional Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement Supplement was filed on July 6, 2001 with the United States Patent and Trademark Office under reel and frame numbers 011958/0607 with respect to patents and 2328/0637 with respect to trademarks;

WHEREAS, in connection with a certain Omnibus Release of Security Interest dated as of July 15, 2003, the Pledgors have requested that the Rexair Collateral Agent and the Collateral Trustees release and discharge fully their liens on and security interests in the Pledgors intellectual property listed on Schedule A hereto (the "**Released Intellectual Property**"), which liens and security interests were granted pursuant to the IP Collateral Documents; and

WHEREAS, the Collateral Agent and the Collateral Trustees are willing to release and discharge fully the Released Intellectual Property as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and Collateral Trustees hereby agree as follows:

1. The Collateral Agent and the Collateral Trustees, on behalf of itself and their successors, legal representatives and assigns, hereby releases to each Grantor all of the Collateral Agent's liens on and security interest in, to and under the Released Intellectual Property.
2. The Collateral Agent and the Collateral Trustees acknowledge and affirm that all of their rights and remedies and all of the Grantor's obligations under the IP Collateral Documents with respect to the Released Intellectual Property are hereby terminated, discharged and extinguished.
3. This Release may be executed in one or more counterparts, and by the Collateral Agent and the Collateral Trustees in separate counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts


transmitted by telecopier or other electronic transmission service shall be effective as delivery of an original executed counterpart of this Release.

4. The Collateral Agent and the Collateral Trustees hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to record this Release.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Collateral Agent and the Collateral Trustees have caused this Release to be executed by its duly authorized representatives as of the date first above written.

BANK OF AMERICA, N.A. as Collateral Agent

By: 
Name: Thomas Biaggi
Title: Managing Director

WILMINGTON TRUST COMPANY, as Collateral Trustee

By: _____
Name:
Title:

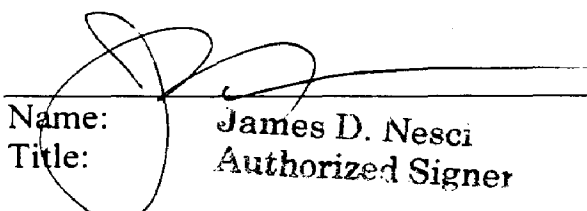
DAVID A. VANASKEY, as Collateral Trustee

IN WITNESS WHEREOF, the Collateral Agent and the Collateral Trustees have caused this Release to be executed by its duly authorized representatives as of the date first above written.

BANK OF AMERICA, N.A. as Collateral Agent

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY, as Collateral Trustee

By:  _____
Name: James D. Nesci
Title: Authorized Signer

DAVID A. VANASKEY, as Collateral Trustee

 _____



UNITED STATES DEPARTMENT OF COMMERCE
 Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

SEPTEMBER 18, 2001

PTAS



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SHEARMAN & STERLING
 WARREN L. NACHLIS
 99 LEXINGTON AVENUE
 NEW YORK, NEW YORK 10022

UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/06/2001

REEL/FRAME: 011958/G507
 NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
 REXAIR, INC.

DOC DATE: 06/29/2001

ASSIGNEE:
 BANK OF AMERICA, N.A.
 335 MADISON AVENUE
 FIFTH FLOOR
 NEW YORK, NEW YORK 10017

SERIAL NUMBER: 29087300
 PATENT NUMBER: D424259

FILING DATE: 04/30/1998
 ISSUE DATE: 05/02/2000

SERIAL NUMBER: 09298137
 PATENT NUMBER: 6162287

FILING DATE: 04/23/1999
 ISSUE DATE: 12/19/2000

SERIAL NUMBER: 09302212
 PATENT NUMBER: 6174350

FILING DATE: 04/29/1999
 ISSUE DATE: 01/16/2001

SERIAL NUMBER: 09360604
 PATENT NUMBER: 6098241

FILING DATE: 07/26/1999
 ISSUE DATE: 08/08/2000

011958/0607 PAGE 2

○ SERIAL NUMBER: 09490708 PATENT NUMBER:	FILING DATE: 01/25/2000 ISSUE DATE:
SERIAL NUMBER: 29083412 PATENT NUMBER: D426355	FILING DATE: 02/04/1998 ISSUE DATE: 06/06/2000
SERIAL NUMBER: 29083413 PATENT NUMBER: D423154	FILING DATE: 02/04/1998 ISSUE DATE: 04/18/2000
SERIAL NUMBER: 29083515 PATENT NUMBER: D422764	FILING DATE: 02/04/1998 ISSUE DATE: 04/11/2000
SERIAL NUMBER: 08917127 PATENT NUMBER: 5914175	FILING DATE: 08/25/1997 ISSUE DATE: 06/22/1999
SERIAL NUMBER: 07072722 PATENT NUMBER: 4991972	FILING DATE: 07/13/1987 ISSUE DATE: 02/12/1991
SERIAL NUMBER: 05641282 PATENT NUMBER: 4053962	FILING DATE: 12/16/1975 ISSUE DATE: 10/18/1977
SERIAL NUMBER: 09302212 PATENT NUMBER: 6174350	FILING DATE: 04/29/1999 ISSUE DATE: 01/16/2001
SERIAL NUMBER: 09298137 PATENT NUMBER: 6162287	FILING DATE: 04/23/1999 ISSUE DATE: 12/19/2000
SERIAL NUMBER: 09360604 PATENT NUMBER: 6098241	FILING DATE: 07/26/1999 ISSUE DATE: 08/08/2000
SERIAL NUMBER: 29087300 PATENT NUMBER: D424259	FILING DATE: 04/30/1998 ISSUE DATE: 05/02/2000
SERIAL NUMBER: PATENT NUMBER: 3225379	FILING DATE: ISSUE DATE:

DOROTHY BASMA, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

PATENTS

<u>Number</u>	<u>Title</u>	<u>Issue / Filing Date</u>
D426,355 (Design)	Vacuum cleaner	Filed February 4, 1998
D423,154 (Design)	Design of a Vacuum cleaner	Filed February 4, 1998
D422,764 (Design)	Vacuum cleaner accessory holder	Filed February 8, 2000
5,914,175	Brush holder for electric motor	Filed February 4, 1998
4,991,972	Height adjustment mechanism for a cleaning tool	Filed November 30, 1999
29/087,300 (Design)	Vacuum cleaner nozzle	Filed April 30, 1998
09/298,137 (Utility)	Filter for a vacuum cleaner	Filed April 23, 1999
09/302,212	Vacuum cleaner	Filed April 29, 1999
09/360,604	Accessory holder for a vacuum cleaner	Filed July 26, 1999
09/490,708	Filter cartridge	Filed January 25, 2000
4,053,962	Suction-cleaning dust retriever	Filed December 16, 1975
6,174,350	C/Vacuum cleaner, household use	Filed April 29, 1999
6,162,287	C/Filter for vacuum cleaner	Filed April 23, 1999
6,098,241	M/Accessory holder for vacuum cleaner	Filed July 26, 1999
D 424,259	D/Vacuum cleaner nozzle	Filed April 30, 1998
3,225,379	M/Rug Tool	

PATENT
REEL: 011958 FRAME: 0612

TRADEMARK
REEL: 002811 FRAME: 0496





UNITED STATES DEPARTMENT OF COMMERCE
 Patent and Trademark Office
 ASSISTANT SECRETARY AND COMMISSIONER
 OF PATENTS AND TRADEMARKS
 Washington, D.C. 20231

SEPTEMBER 18, 2001

PTAS



101777558A

SHEARMAN & STERLING
 WARREN L. NACHLIS, ESQ.
 599 LEXINGTON AVENUE
 NEW YORK, NEW YORK 10022

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 07/06/2001

REEL/FRAME: 002328/0637
 NUMBER OF PAGES: 5

BRIEF: SECURITY AGREEMENT SUPPLEMENT

ASSIGNOR:
 REXAIR, INC.

DOC DATE: 06/29/2001
 CITIZENSHIP: DELAWARE
 ENTITY: CORPORATION

ASSIGNEE:
 BANK OF AMERICA, N.A.
 335 MADISON AVENUE
 FIFTH FLOOR
 NEW YORK, NEW YORK 10017

CITIZENSHIP:
 ENTITY: NATIONAL ASSOCIATION

APPLICATION NUMBER: 71669274
 REGISTRATION NUMBER: 0610593

FILING DATE: 07/01/1954
 ISSUE DATE: 08/16/1955

MARK: REXAIR
 DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

TRADEMARKS

<u>Marks</u>	<u>Registration No./Application</u>	<u>Date</u>
REXAIR Stylized	610,593	August 16, 1955

RECORDED: 07/06/2001

PATENT
REEL: 011958 FRAME: 0613

RECORDED: 08/25/2003

TRADEMARK
REEL: 002811 FRAME: 0499